

From: Ben Trachtman <BTrachtman@trachtmanlaw.com>
Sent: Friday, May 13, 2016 4:42 PM
To: Phyl Grace
Subject: RE: Lindsay v. U.S. Bank/Dadigan

Phyl,

I have passed along your counter-offer. U.S. Bank is not inclined to accept it and re-offers (though it is in the Form of Rule 68 Offer) \$10,001. I have stated my position at least 4 times and we stick by it.

Let me know if you want to settle the case. If not, let's get this inspection set up in compliance with the Court's Order.

Thanks,

Ben

From: Phyl Grace [mailto:PhylG@potterhandy.com]
Sent: Friday, May 13, 2016 11:45 AM
To: Ben Trachtman
Subject: RE: Lindsay v. U.S. Bank/Dadigan

Ok, let's play this game. Our counteroffer is \$13,500.

From: Ben Trachtman [mailto:BTrachtman@trachtmanlaw.com]
Sent: Friday, May 13, 2016 11:41 AM
To: Phyl Grace
Subject: RE: Lindsay v. U.S. Bank/Dadigan

Nice try Phyl. For one, I did not get to \$10,000 via a \$500 increase; rather, I went from \$8,750 to get to \$10,000; thus, your logic is flawed. Again, it is your turn to counter if you would like to continue the negotiations. I would really stop playing games now.

From: Phyl Grace [mailto:PhylG@potterhandy.com]
Sent: Friday, May 13, 2016 11:37 AM
To: Ben Trachtman
Subject: RE: Lindsay v. U.S. Bank/Dadigan

I've provided a fair option, which will get us to essentially the same place if we keep going with our \$500 incremental demands/offers and will expeditiously and fairly resolve the monetary dispute. Let me know if your client is willing. We can make it contingent on each other party accepting it. I know I will recommend it.